

_____ HEREBY AGREES TO RETAIN ELITE PROCESS SERVERS, INC., TO SERVE SUMMONS & COMPLAINTS, PETITIONS, MOTIONS, ORDERS AND OTHER COURT DOCUMENTS ON BEHALF OF THE ABOVE LAW FIRM.

ANY AND ALL COURT FEES, WITNESS FEES AND SECRETARY OF STATE FEES EXPENDED WILL BE BILLED SEPARATELY TO THE ABOVE LAW FIRM BY ELITE PROCESS SERVERS, INC., SHOULD BE PAID WITHIN THIRTY (30) DAYS OF BILLING.

IF WITHIN COURT FEES AND WITNESS FEES ARE NOT PAID WITHIN THIRTY (30) DAYS, A RE-BILLING CHARGE OF \$25 PER MONTH FOR EACH DISBURSEMENT WILL BE CHARGED IN ADDITION TO THE ORIGINAL FEES.

IN THE EVENT THAT THE ABOVE LAW FIRM FAILS TO PAY BILLS WITHIN SIXTY (60) DAYS OF BILLING THEY SHALL BE CONSIDERED IN DEFAULT. ALL PENDING SERVICES WILL BE STOPPED UNTIL THE ACCOUNT IS BROUGHT UP TO DATE. ALL SUMMONS & COMPLAINTS, PETITIONS, MOTION AND ORDERS NOT SERVED WILL BE RETURNED TO THE LAW FIRM. IN THE EVENT OF A BREACH OF THIS AGREEMENT REQUIRING ELITE PROCESS SERVERS, INC., TO HIRE AN ATTORNEY TO COMMENCE LEGAL PROCEEDINGS, THE ABOVE LAW FIRM SHALL BE RESPONSIBLE FOR THE COST OF COLLECTION, INCLUDING REASONABLE ATTORNEYS FEES AND DISBURSEMENTS. FEES FOR ATTORNEYS WILL BE BASED ON CREDIT EVALUATION AND PAYMENT HISTORY.

THIS AGREEMENT AND ITS VALIDITY, CONSTRUCTION AND PERFORMANCE SHALL BE GOVERNED IN ALL RESPECTS BY LAWS OF THE STATE OF NEW YORK. THE ABOVE LAW FIRM AGREES THAT ONLY THE COURTS OF THE STATE OF NEW YORK SHALL HAVE JURISDICTION OF ANY CONTROVERSIES ARISING OUT OF THIS AGREEMENT.

ELITE PROCESS SERVERS INC., RESERVES THE RIGHT TO DECLINE DISBURSING FEES. THIS DECISION IS MADE SOLELY BY MANAGEMENT.

DATED:

ELITE PROCESS SERVES, INC
